



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Military Base Management, Inc.

File: B-224128

Date: November 26, 1986

DIGEST

1. Where the agency report rebuts protester's allegations with regard to invitation for bids deficiencies, and protester fails to respond to agency's rebuttal in its comments on the agency's report, the issues are considered abandoned and will not be considered.

2. General Accounting Office (GAO) will not consider protest issues raised in letters submitted over the month following submission of the initial protest when to do so might jeopardize the agency's ability to submit its report and GAO's ability to issue its decision within the time limitations imposed by the Competition in Contracting Act of 1984. Furthermore, GAO Bid Protest Regulations do not contemplate piecemeal submission of protest issues.

DECISION

Military Base Management, Inc. (MBM) protests that invitation for bids (IFB) No. N68836-86-B-0100, issued by the Department of the Navy for mess attendant services is ambiguous, incomplete, conflicting and lacking in explicit instructions for the bidders.

We dismiss the protest.

MBM, the incumbent contractor, sent its initial protest by telegram which was received in our Office on August 27, 1986. The initial protest stated that the solicitation provisions were ambiguous in one section, incomplete in another, contradictory in a third section and lacking in explicit instructions in a fourth section. The Navy report on the initial protest indicated that the IFB was amended on September 3 to provide clarification of at least two of the

specifications to which MBM objected. The Navy further reported that the other two protested specifications were not defective, but had been misread by MBM. In its comments on the Navy's report, MBM acknowledges that the amendment corrected several of the alleged deficiencies but does not indicate which of these issues, if any, were not resolved, nor does MBM rebut the Navy's arguments on any issues. Therefore, we consider the four initial issues either to have been resolved to MBM's satisfaction or to have been abandoned by MBM, and we will not further consider these allegations. See The Big Picture Co., Inc., B-220859.2, Mar. 4, 1986, 86-CPD ¶ 218 at 5.

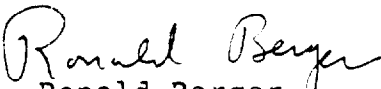
Subsequent to filing its initial protest, MBM filed a series of letters in both the contracting activity and our Office in which it raised a number of questions concerning several additional solicitation provisions which had not been mentioned in the initial protest. On September 3, our Office received a letter, dated August 28, in which MBM restated the initial grounds for protest, referred to five additional specification "discrepancies," and stated that modifications should be incorporated in the solicitation before bid opening. Specifically, MBM questioned whether the required number of personnel was justified by the work load, requested clarification of a requirement pertaining to the transportation of cold foods, questioned whether areas which were excluded from a listing of spaces to be cleaned were included elsewhere in the IFB, requested that quantities of kitchen equipment be incorporated and pointed out that there was no busing equipment provided for the required busing of tables after all meals. On the same day, MBM sent an identical letter addressed to the contracting officer. There was, however, no indication in the contracting officer's letter that an identical one, except for the addressee, had been sent to our Office.

On September 16, MBM sent the contracting officer another letter and a copy to our Office. This letter asked whether the bidder should base its rates on the current collective bargaining agreement or the Department of Labor wage rates and recommended that a complete technical review of the IFB be made before bid opening. In a third letter, dated September 26, to the contracting officer with a copy to our Office, MBM asked for advice with regard to an apparent contradiction in the instructions for cleaning the carving board and the fact that no quantities were listed for the pots, pans and utensils, although the quantities of tableware were listed.

As the original bid opening date of September 3 was extended to November 30 after the initial protest was filed, all of the subsequent additional areas of concern presented by MBM are technically timely under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1986), even though they were filed after the original time set for bid opening. See Pacific Lighting Energy Systems, 65 Comp. Gen. 13 (1985), 85-2 CPD ¶ 381. In spite of this fact, we will not consider the additional items on their merits. We point out that the protest system established by the Competition in Contracting Act of 1984 (CICA) and implemented by our Bid Protest Regulations (4 C.F.R. part 21) is designed to provide for expeditious resolution of protests with only minimal disruption to the orderly process of government procurement. See 31 U.S.C. § 3554 (Supp. III 1985). Thus, the contracting agency is required to report within 25 working days from its receipt of notice of the protest from our Office, 31 U.S.C. § 3553, and the protest must be resolved by our Office within 90 working days. 31 U.S.C. § 3554(a)(1). Under these limitations, the protest system cannot tolerate any action by a protester that would jeopardize the agency's ability and ours to comply with the statutorily-mandated time frames. See Sabreliner Corp., 64 Comp. Gen. § 325 (1985), 85-1 CPD ¶ 280. For that reason, a protester may not be allowed to submit its protest in a piecemeal fashion and thereby reduce the 25-day period permitted the agency for the preparation and submission of its report. Mid-Continent Adjustment Co., B-219397, Sept. 11, 1985, 85-2 CPD ¶ 285.

Furthermore, in this case, the Navy apparently did not consider the "discrepancies" raised by MBM in its later-filed letters to be issues of protest and did not report to our Office on them. Since MBM did not specifically state that it was protesting these portions of the solicitation and, in fact, merely set out a list of questions or requests for clarification of certain provisions, we believe the agency reasonably did not consider these concerns as protest issues in its report. See Brussels Steel America, Inc., B-222541, June 24, 1986, 86-1 CPD ¶ 584. Swager Communications, Inc., B-220000.2, Nov. 21, 1985, 85-2 CPD ¶ 585. In any event, due to the piecemeal manner in which the protester submitted the additional material after the original time set for bid opening, we will not consider these alleged deficiencies in this decision.

The protest is therefore dismissed.


Ronald Berger
Deputy Associate
General Counsel